



TERMS & CONDITIONS.

Kayaking, like all paddle sports, may carry inherent risks. You should be aware of and accept

these risks and be responsible for your own actions and involvement.

All participants in CBK tours and activities who are under 18 years of age, must be accompanied by an adult who is their parent or legal guardian.

In addition to the acceptance of these Terms & Conditions, for your health and safety, you must also provide additional information before you take part in activities under the supervision and guidance of Cardiff Bay Kayaking (CBK) representatives in the form of responses to questions on our booking form.

You must follow all notices, instructions and warnings communicated to you by CBK representatives. If you are unsure whether you are able to participate in any activity, or if you have any questions concerning these Terms & Conditions, the Booking Form or the questions on it (where applicable), please ask us before you enter into a contract with us.

Stephen Parker at CBK can be reached on cardiffbaykayaking@gmail.com or 07432 210861.

1. Data Protection / Privacy

1.1 By agreeing to these Terms, you are consenting to Cardiff Bay Kayaking processing your personal data for the purpose of you participating in our activities. You may withdraw your consent at any time by contacting us on cardiffbaykayaking@gmail.com

1.2 Cardiff Bay Kayaking may process your data and give it to emergency service personnel and medical professionals. This is to protect your vital interests in the event of an emergency or to comply with our Health and Safety legal obligation.

1.3 Your personal data is stored and processed in accordance with GDPR and the Data Protection Act 2018.

2. Booking and payment

2.1 Your use of the CBK equipment and participation in any scheduled CBK activity is subject to all of these Terms & Conditions;

2.2 If you are booking a Kayaking tour on behalf of a group, "you" and "your" shall be deemed to include each member of that group. Furthermore, you as the individual booking the activity agree to ensure that each member of the group has read and agrees to comply with all of these Terms & Conditions

2.3 Full payment and a completed Booking Form must be received prior to you attending your Kayaking Tour.

2.4 Once your booking has been made and received by CBK, payment in full is required before your booking can be confirmed.

2.5 Prior to participating in any CBK activities, all participants will need to provide responses to the questions posed on the booking form. After providing your information, as a patron of CBK, it is your responsibility to inform CBK if the medical health of any of your party, or yourself changes from the point of booking up until the date of the scheduled activity.

3. Cancellation by You

3.1 All bookings once paid are fully refundable up to 48hrs before the date of your booking.

3.2 Where availability allows, we will endeavour to rebook an alternative session.

3.3 After that, cancellation 24hrs before the booking time will get a 50% refund.

3.4 Any cancellation that is less than 24hrs before the booking time will forfeit any refund. If you wish to cancel please contact Stephen Parker at CBK to discuss further on cardiffbaykayaking@gmail.com or 07432 210861.

4. Cancellation by Us

4.1 Every attempt will be made to ensure that CBK activities run as scheduled. However, we reserve the right to cancel or rearrange scheduled activities at any time without notice due to unsuitable/unsafe conditions, forecasts, prevailing weather conditions, or due to any other factors beyond our control or if we feel that there are unmanageable risks to persons and equipment.

4.2 In the event that CBK is unable to run your tour then pursuant to this clause we may at our sole discretion is to offer you another session without further charge or offer you a full refund.

4.3 If you have already commenced your Kayaking tour with CBK, when it is cancelled or closed pursuant to clause 4.2, we will take any time you have already spent with CBK into account when deciding how best to reasonably compensate you.

5. Liability

5.1 We will not limit our liability to you for any personal injury (including death), or loss or damage to property which you may suffer as a result of our negligence.

5.2 We will compensate you for any personal injury (including death), loss or damage to your property which you may suffer if we fail to carry out duties imposed on us by law unless the injury, loss or damage is attributable to (i) your own fault; (ii) a third party unconnected with our provision of services under this agreement; or (iii) events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care. In the case of (i) if requested you agree to compensate us for any loss or damage caused as a result of your act or omission.

6. Equipment, Instruction & Supervision

6.1 If you choose to use your own craft/equipment on your Kayak tour it is your responsibility to ensure it is of satisfactory quality and fit for the purpose of the activity undertaken. You must ensure that you have any required safety equipment. We reserve the right to carry out checks on any craft and/or equipment at any time and if they are not suitable or fit for purpose we can request that you cease to use the craft/equipment.

6.2 You must ensure that all parts of the CBK equipment issued to you for your use on the tour is cared for by you to the best of your ability.

6.3 Please report any defects to us as soon as possible.

6.4 Any instruction you will receive is specific to the CBK tour, equipment used and the tour environment. We cannot guarantee that the skills learnt when participating in CBK activity will be transferable to any other activity which may carry different inherent risks.

6.5 In booking and participating on a CBK Tour or activity you agree to follow the directions and orders of any CBK Leader/Instructor/Representative.

6.6 You can store personal items in the dry bag that is issued to you, however you take any personal items with you on the kayak tour at your own personal risk. CBK is not liable for any loss damage to any of your property.

7. Adherence to Rules.

The Cardiff Bay area is a body of water that is used by a wide variety of users. To ensure the safety and enjoyment of all users and to protect this environment, Cardiff Bay kayaking (CBK) activities operate under the regulations and recommendations of British Canoeing and the Cardiff Harbour Authority.

7.1 To ensure your safety and enjoyment and that of others; you must comply at all times fully and promptly with the CBK Rules, Regulations and Etiquette detailed in these terms and conditions and any and all other safety regulations and instructions issued by us, our staff.

7.2 You must not do anything (or omit to do anything) which may cause damage or loss to our property, to other participants or cause nuisance, annoyance, disturbance, inconvenience or injury to any other persons, premises or damage to the natural or manmade environment we operate in.

7.3 We reserve the right to terminate the use of our equipment and activity of any person(s) whom we reasonably consider to be in breach of these Terms and Conditions, and such persons may be required to cease CBK activities immediately or at the safest point. No refunds will be made in this event, and we will not accept liability for any expenses, claims, losses or costs or consequences incurred as a result of such termination.

7.4 Any persons who are thought to be under the influence of alcohol and or drugs (at the sole discretion of CBK staff) will not be permitted to use CBK equipment and partake in any activities. No refund will be given.

8. Health and medical conditions.

8.1 All participants in CBK tours and Activities once on the slipway, at the water's edge, on any pontoon, In a kayak, both static and underway, must at all times wear a buoyancy Aid.

8.2 All Participants must wear Appropriate footwear at all times, in line with CBK recommendations whilst on the tour.

8.3 Anyone under the influence of alcohol/drugs will not be permitted to participate in any activities.

8.4 We cannot give advice on whether or not you should participate in an activity and you should exercise caution in particular if you have had recent surgery or illness, a heart condition, neck, back or bone ailments, high blood pressure or aneurysms or any other similar condition. If you have any doubts or concerns about your ability to participate, you should consult your doctor or other medical practitioner.

8.5 We do not advise that you participate in any CBK activities if you are pregnant, if you do so, it is at your own risk. If you have any doubts or concerns about your ability to participate, you should consult your doctor or other medical practitioner.

Cardiff Bay Kayaking (CBK) Statement of Accepted Risk.

Kayaking, like all paddle sports, water sports and other outdoor adventurous activities, may carry inherent risks. You should be aware of and accept these risks and be responsible for your own actions and involvement.

CBK activities do not intentionally have any need to get participants into the water. However, situations and accidents may happen and you may find yourself swimming. This is considered in our risk assessment and all reasonable measures are in place to minimise such a risk and to assist the swimmer to get out of the water as quickly and safely as possible. Being an expert swimmer is not necessary to partake in CBK activities, however for your comfort and safety, a competent level of swimming ability is strongly recommended as kayaking is classed as a water sport.

Our tours and activities take place in sheltered water conditions. These are within the rules and recommendations laid down by the Cardiff Harbour Authority and within the remit recommended by British Canoeing in the PDF doc: Environmental Definitions Deployment Guidance for Instructors, Coaches and Leaders.

CBK tours and activities are always client centred and are to be enjoyed not endured. However kayaking is a physical activity and may require times when your physical activity may become strenuous.

We endeavour to accommodate the physical and wellbeing needs of as many people as possible, however Kayaking requires our clients to have a reasonable level of physical fitness. Please consider this before booking.

Please contact us to discuss your requirements and we will do our best accommodate your needs at; cardiffbaykayaking@gmail.com mob; 07432 210861

We cannot give advice on whether or not you should participate in an activity and you should exercise caution in particular if you have had recent surgery or illness, a heart condition, neck, back or bone ailments, high blood pressure or aneurysms or any other similar condition.

If you have any doubts or concerns about your ability to participate, you should consult your doctor or other medical practitioner.

We do not advise that you participate in any CBK activities if you are pregnant, if you do so, it is at your own risk. You should consult your doctor or other medical practitioner before you participate in any CBK activity.

For your safety and wellbeing, please notify us of any medical conditions or medication by answering the questions on the booking form.

With regard to your fitness and any medical conditions you may have, your participation in CBK activities are at your own risk.

If you are unsure please discuss this with us by contacting Stephen Parker; cardiffbaykayaking@gmail.com mob; 07432 210861

Water Quality

The water quality in Cardiff Bay can vary from very good to poor.

In all open freshwater in the UK there is a risk of catching various infections and diseases, particularly young children and those persons who are immunocompromised. Types of infections that are common include: minor gastro-intestinal complaints, eye, ear and throat

infections. Rarer but more serious diseases include: E. coli O157, cryptosporidium, dysentery, Weil's disease (leptospirosis) and hepatitis A.

The risk of contracting these diseases is very minimal but they can cause serious, even fatal, illness. The risk is greatly increased by ingestion of the water, particularly when the water quality is poor.

We constantly monitor the current predicted water quality of the Cardiff Bay area on www.cardiffharbour.com, and plan our activities accordingly.

Action by you to reduce the risks.

The risk of contracting serious illness is low but by taking sensible precautions, the risk of infection can be further reduced. You should cover cuts with a waterproof dressing; wear footwear to protect feet from cuts; avoid ingestion of water and avoid unnecessary immersion, especially of the head.

You should always wash your hands with liquid soap and fresh water immediately after any activity on the river, even if you don't think you have been exposed to any of the river water.

If you have been in contact with the river water, wash or shower afterwards using soap and freshwater, especially before eating and drinking.

What to do if you feel unwell after contact with river water

All urban river systems can have varying water quality and there is always the possibility of getting ill following immersion activities. Whilst we manage our operations to minimise this

risk, it is essential that you thoroughly wash your hands following contact with the water immediately after any activity, and limit ingestion of water wherever possible. Should you feel unwell following time on the river, then see your doctor and explain what activities you

have been doing and when

For further information on all the above, please see the Bay Safety leaflet or contact Cardiff

Harbour Authority on 02920877900 or visit the website www.cardiffharbour.com